

1 BARRETT S. LITT, SBN 45527
2 Email: blitt@kmbllaw.com
3 RONALD O. KAYE, SBN 145051
4 Email: rok@kmbllaw.com
5 KEVIN J. LaHUE, SBN 237556
6 Email: klahue@kmbllaw.com
7 KAYE, McLANE, BEDNARSKI & LITT, LLP
8 975 East Green Street
9 Pasadena, California 91106
10 Tel: (626) 844-7660
11 Fax: (626) 844-7670

12 Attorneys For Plaintiff ANDREW WILSON

13
14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ANDREW WILSON,

17 Plaintiff,

18 v.

19 CITY OF LOS ANGELES; COUNTY OF
20 LOS ANGELES; RICHARD MARKS;
21 AND DOES 1-10, INCLUSIVE.

22 Defendants.

23 Case No: 2:18-CV-05775-KS

24 [Hon. Karen L. Stevenson]

25 **[PROPOSED] STIPULATION FOR**
26 **PROTECTIVE ORDER**

27 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and based on
28 the parties' Stipulation for Protective Order ("Stipulation") filed on July 3, 2019,
the terms of the protective order to which the parties have agreed are adopted as a
protective order of this Court (which generally shall govern the pretrial phase of
this action) except to the extent, as set forth below, that those terms have been
modified by the Court's amendment of paragraph 4 of the Stipulation.

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2 **AGREED TERMS OF THE PROTECTIVE ORDER AS ADOPTED AND**

3 **MODIFIED BY THE COURT¹**

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5 1. **A. PURPOSES AND LIMITATIONS**

6 Discovery in this action is likely to involve production of confidential, proprietary, or
7 private information for which special protection from public disclosure and from use for
8 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
9 parties hereby stipulate to and petition the Court to enter the following Stipulated
10 Protective Order. The parties acknowledge that this Order does not confer blanket
11 protections on all disclosures or responses to discovery and that the protection it affords
12 from public disclosure and use extends only to the limited information or items that are
13 entitled to confidential treatment under the applicable legal principles. The parties
14 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
15 Order does not entitle them to file confidential information under seal; Civil Local Rule
16 79-5 sets forth the procedures that must be followed and the standards that will be
17 applied when a party seeks permission from the court to file material under seal.

18 B. **GOOD CAUSE STATEMENT**

19 This action is likely to involve highly personal, sensitive, private, proprietary, and/or
20 privileged information for which special protection from public disclosure and from use
21 for any purpose other than prosecution of this action (and potentially Plaintiff Andrew
22 Wilson's pending state actions for Finding of Factual Innocence (CA Pen. §1485.55(b))
23 and Victim Compensation ((CA Pen. §4900)) is warranted. Such information generally
24 consists of, among other things:

25 //

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27 ¹ The Court's additions to the agreed terms of the Protective Order are generally indicated in bold
28 typeface, and the Court's deletions are indicated by lines through the text being deleted.

1 1. Confidential Information re: Plaintiff: California Department of Corrections and
2 Rehabilitation (“CDCR”) or other law enforcement or medical records, including the
3 “Central File” or “C-File,” of the Plaintiff Mr. Wilson and possibly other Plaintiff’s
4 witnesses which contain identifying personal information, “rap sheets,” and sensitive
5 and/or privileged medical and psychological information. These documents are
6 routinely filed under seal in Federal Court proceedings.

7 2. Confidential Information re: Defendants City of Los Angeles and Defendant
8 Detective Marks: Materials and information the Defendant City of Los Angeles (“City”)
9 maintains as confidential, such as personnel files of the police officers involved in the
10 Christopher Hanson incident, Internal Affairs materials and information, and other
11 administrative materials and information currently in the possession of the City and
12 which the City believes need special protection from public disclosure and from use for
13 any purpose other than prosecuting this litigation. Plaintiff is also seeking official
14 information contained in the personnel file(s) of the police officer(s) involved in the
15 Hanson murder, including Defendant Marks, which the City maintains are strictly
16 confidential and which the City believe need special protection from public disclosure
17 and from use for any purpose other than prosecuting this litigation.

18 The City asserts that the confidentiality of the materials and information sought by
19 Plaintiff is recognized by California and federal law, as evidenced *inter alia* by
20 California Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
21 511 F.2d 192, 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). The City has not publicly
22 released the materials and information referenced above except under protective order or
23 pursuant to a court order, if at all. These materials and information are of the type that
24 has been used to initiate disciplinary action against Los Angeles Police Department
25 (“LAPD”) officers, and has been used as evidence in disciplinary proceedings, where the
26 officers’ conduct was considered to be contrary to LAPD policy.

27 The City contends that absent a protective order delineating the responsibilities of
28 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and

1 undue disclosure by one or more of the many attorneys, secretaries, law clerks,
2 paralegals and expert witnesses involved in this case, as well as the corollary risk of
3 embarrassment, harassment and professional and legal harm on the part of the LAPD
4 officers referenced in the materials and information.

5 The City also contends that the unfettered disclosure of the materials and
6 information, absent a protective order, would allow the media to share this information
7 with potential jurors in the area, impacting the rights of the City herein to receive a fair
8 trial.

9 3. Confidential Information re: County of Los Angeles: This action is likely to
10 involve confidential information contained in police reports and district attorney files.
11 Such confidential and proprietary materials and information consist of, among other
12 things: police investigative reports and district attorney work product protected under the
13 Official Information Privilege, California Evidence Code sections 1040 (Official
14 Government Information); Deliberative Process information protected under ACLU v.
15 Superior Court, 202 Cal.App.4th 55, 75 (2011) (quoting Regents of University of
16 California v. Superior Court, 20 Cal.4th 509, 540 (1999)); Work Product information
17 protected under California Penal Code Sections 1054.6; State Summary Criminal
18 History Information protected under California Penal Code Sections 11105, 11120 et.
19 seq., 11142, 1143, 13302, 13304 and 1203.05 [State Summary Criminal History
20 Information statements ("rap sheets") received by the District Attorney from the
21 California State Department of Justice are objected to as constituting a request for the
22 production of Official Information, and as imposing undue burden, annoyance,
23 oppression and expense, by way of potential misdemeanor liability on the District
24 Attorney's Office]; and Confidential Witness Information protected under California
25 Penal Code section 841.5 which prevents disclosure of the addresses and telephone
26 numbers of witnesses to an alleged criminal offense to the person who may be a
27 defendant in any prosecution for that offense; all of the foregoing types of information
28 otherwise generally unavailable to the public, or which may be privileged or otherwise

1 protected from disclosure under state or federal statutes, court rules, case decisions, or
2 common law.

3

4 Accordingly, to expedite the flow of information, to facilitate the prompt
5 resolution of disputes over confidentiality of discovery materials, to adequately protect
6 information the parties are entitled to keep confidential, to ensure that the parties are
7 permitted reasonable necessary uses of such material in preparation for and in the
8 conduct of trial, to address their handling at the end of the litigation, and serve the ends
9 of justice, a protective order for such information is justified in this matter.

10

11 It is the intent of the parties that information will not be designated as confidential
12 for tactical reasons and that nothing be so designated without a good faith belief that it
13 has been maintained in a confidential, non-public manner, and there is good cause why it
14 should not be part of the public record of this case.

15

16 2. DEFINITIONS

17 2.1 Action: ANDREW WILSON v. CITY OF LOS ANGELES; COUNTY OF
18 LOS ANGELES; RICHARD MARKS; AND DOES 1-10. Case No: 2:18-CV-05775-
KS

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
22 it is generated, stored or maintained) or tangible things that qualify for protection under
23 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
24 Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or
28 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
14 this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which has
16 appeared on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
25 their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated
27 as "CONFIDENTIAL."

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only Protected
6 Material (as defined above), but also (1) any information copied or extracted from
7 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
8 Material; and (3) any testimony, conversations, or presentations by Parties or their
9 Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Order does not govern the use of Protected Material at trial.

12

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
16 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
17 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
18 and (2) final judgment herein after the completion and exhaustion of all appeals,
19 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
20 any motions or applications for extension of time pursuant to applicable law. ~~In the~~
21 ~~event the case proceeds to trial, any information that was designated as confidential or~~
22 ~~maintained pursuant to the terms of this protective order may be designated as a trial~~
23 ~~exhibit. All parties still maintain their right to move *in limine* to exclude any evidence at~~
24 ~~trial, whether the information/potential exhibit is designated as confidential or not.~~
25 ~~Furthermore, in the event any information that was designated as confidential or~~
26 ~~maintained pursuant to the terms of this protective order is published during trial, the~~
27 ~~parties agree said information is not automatically available to all members of the public,~~
28 ~~including but not limited to the press. The parties reserve their right to move the Court~~

1 for leave to disseminate any such information to members of the public or the media
2 once trial has commenced, and unless and until said motion is granted, any such
3 information shall remain confidential.

4

5. **DESIGNATING PROTECTED MATERIAL**

6. 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
7 Party or Non-Party that designates information or items for protection under this Order
8 must take care to limit any such designation to specific material that qualifies under the
9 appropriate standards. The Designating Party must designate for protection only those
10 parts of material, documents, items, or oral or written communications that qualify so
11 that other portions of the material, documents, items, or communications for which
12 protection is not warranted are not swept unjustifiably within the ambit of this Order.

13. Mass, indiscriminate, or routinized designations are prohibited. Designations that
14 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
15 to unnecessarily encumber the case development process or to impose unnecessary
16 expenses and burdens on other parties) may expose the Designating Party to sanctions.

17. If it comes to a Designating Party's attention that information or items that it
18 designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20. 5.2 Manner and Timing of Designations. Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
22 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
23 must be clearly so designated before the material is disclosed or produced.

24. Designation in conformity with this Order requires:

25. (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 A Party or Non-Party that makes original documents available for inspection need
5 not designate them for protection until after the inspecting Party has indicated which
6 documents it would like copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection shall be deemed
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
12 that contains Protected Material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition all
17 protected testimony.

18 (c) for information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the exterior
20 of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
22 the Producing Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
24 to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts to
27 assure that the material is treated in accordance with the provisions of this Order.

28 //

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time that is consistent with the Court's Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37.1 et seq. and the Judge's Procedures 1(b) Pre-Motion
6 Telephonic Conference.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on the
8 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
9 to harass or impose unnecessary expenses and burdens on other parties) may expose the
10 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
11 the confidentiality designation, all parties shall continue to afford the material in
12 question the level of protection to which it is entitled under the Producing Party's
13 designation until the Court rules on the challenge.

14
15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is
17 disclosed or produced by another Party or by a Non-Party in connection with this Action
18 only for prosecuting, defending, or attempting to settle this Action. Such Protected
19 Material may be disclosed only to the categories of persons and under the conditions
20 described in this Order. When the Action has been terminated, a Receiving Party must
21 comply with the provisions of section 13 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order. 7.2 Disclosure of "CONFIDENTIAL" Information or Items.
25 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
27 only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions;

(j) At a later date, the Plaintiff may request the Court to modify the protective order to permit his consultants, attorneys Paula Mitchell and Adam Grant, from the Loyola Project for the Innocent (“LPI”) acting in their individual capacity, to review certain confidential documents relevant to Mr. Wilson’s innocence. Ms. Mitchell and Mr. Grant, acting in their capacity as counsel for LPI, previously represented Mr. Wilson on his amended petition for writ of habeas corpus resulting in his release from custody

1 and currently represent him in his pending state actions for Finding of Factual Innocence
2 (CA Pen. 1485.55(b)) and Victim Compensation Board (CA Pen. 4900).

3

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
5 OTHER LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this Action as
8 "CONFIDENTIAL," that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue
12 in the other litigation that some or all of the material covered by the subpoena or order is
13 subject to this Protective Order. Such notification shall include a copy of this Stipulated
14 Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the
18 subpoena or court order shall not produce any information designated in this action as
19 "CONFIDENTIAL" before a determination by the court from which the subpoena or
20 order issued, unless the Party has obtained the Designating Party's permission. The
21 Designating Party shall bear the burden and expense of seeking protection in that court
22 of its confidential material and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
24 from another court.

25 //

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28 //

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information produced
5 by Non-Parties in connection with this litigation is protected by the remedies and relief
6 provided by this Order. Nothing in these provisions should be construed as prohibiting a
7 Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is subject
10 to an agreement with the Non-Party not to produce the Non-Party's confidential
11 information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement with a
14 Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party's confidential information responsive to the discovery request. If
23 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
24 information in its possession or control that is subject to the confidentiality agreement
25 with the Non-Party before a determination by the court. Absent a court order to the
26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
27 court of its Protected Material.

28 //

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
8 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
9 that is attached hereto as Exhibit A.

10

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection, the
15 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
17 may be established in an e-discovery order that provides for production without prior
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
19 parties reach an agreement on the effect of disclosure of a communication or information
20 covered by the attorney-client privilege or work product protection, the parties may
21 incorporate their agreement in the stipulated protective order submitted to the court.

22

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
2 to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
4 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
5 under seal pursuant to a court order authorizing the sealing of the specific Protected
6 Material at issue. If a Party's request to file Protected Material under seal is denied by
7 the court, then the Receiving Party may file the information in the public record unless
8 otherwise instructed by the court.

9

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60 days
12 of a written request by the Designating Party, each Receiving Party must return all
13 Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected Material.
16 Whether the Protected Material is returned or destroyed, the Receiving Party must
17 submit a written certification to the Producing Party (and, if not the same person or
18 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
19 where appropriate) all the Protected Material that was returned or destroyed and
20 (2)affirms that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries or any other format reproducing or capturing any of the Protected Material.
22 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
24 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
25 consultant and expert work product, even if such materials contain Protected Material.
26 Any such archival copies that contain or constitute Protected Material remain subject to
27 this Protective Order as set forth in Section 4 (DURATION).

28 //

1 14. Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5
6 DATED: July 3, 2019

KAYE, McLANE, BEDNARSKI & LITT, LLP

7
8 By /s/ Ronald O. Kaye
9 RONALD O. KAYE
10 BARRY S. LITT
11 KEVIN J. LaHUE
12 Attorneys for Plaintiff ANDREW WILSON

DATED: July 3, 2019

13 By /s/ Surekha A. Shepherd
14 MICHAEL N. FEUER
15 THOMAS H. PETERS
16 CORY M. BRENT
17 SUREKHA A. SHEPHERD
18 Attorneys for Defendants, CITY OF LOS
19 ANGELES and RICHARD MARKS

DATED: July 3, 2019

COLLINS COLLINS MUIR + STEWART LLP

20 By /s/ James Jardin
21 BRIAN K. STEWART
22 JAMES C. JARDIN
23 REBECCA J. CHMURA,
24 Attorneys for Defendant COUNTY OF LOS
25 ANGELES

26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27 DATED: July 9, 2019

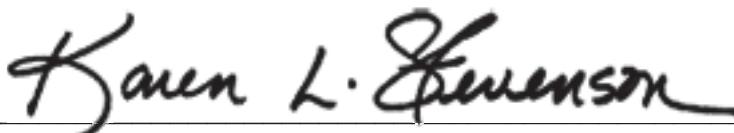

28 HON. MAGISTRATE JUDGE KAREN L. STEVENSON

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on [date] in the case of *Answer*
Wilson v. City of Los Angeles, et al., USDC Case No. 2:18-CV-05775-KS. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order. I further
agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I
hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

21 Date: _____

22 | City and State where sworn and signed:

23 Printed name:

24 | Signature: